

R. Eddie Wayland (TN Bar 6045)  
rew@kingballow.com  
R. Douglas Hanson (TN Bar 17387)  
dhanson@kingballow.com  
Paul H. Duvall (CA Bar 73699)  
pduvall@kingballow.com  
William H. Choppin (CA Bar 303027)  
wchoppin@kingballow.com  
**KING & BALLOW**  
315 Union Street, Suite 1100  
Nashville, TN 37201  
(615) 259-3456  
Fax: (888) 688-0482

Sandeep J. Shah (CA Bar 210449)  
Sandeep@shahshethlaw.com  
**SHAH SHETH LLP**  
650 Town Center Drive, Suite 1400  
Costa Mesa, CA 92626  
(714) 955-4551  
Fax: (714) 966-0663

Richard D. Marca (CA Bar 127365)  
richard.marca@greshamsavage.com  
**GRESHAM SAVAGE NOLAN & TILDEN, PC**  
3750 University Avenue, Suite 250  
Riverside, CA 92501  
(951) 684-2171  
Fax: (951) 684-2150

Gregory P. Wong (CA 204502)  
greg@adeptemploymentlaw.com  
**ADEPT EMPLOYMENT LAW, APC**  
10880 Wilshire Boulevard, Suite 1101  
Los Angeles, CA 90012  
(213) 505-6283  
Fax: (213) 947-4584

Attorneys for Defendant Western  
Express, Inc.

Attorneys for Plaintiff Valere Williams

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION**

VALERE WILLIAMS, individually  
and on behalf of others similarly  
situated,

Plaintiffs,

vs.

WESTERN EXPRESS, INC., a  
Tennessee corporation, which will do  
business in California as WESTERN  
EXPRESS TRANSPORT OF  
CALIFORNIA, INC., and DOES 1  
through 10, inclusive,

Defendants.

Case No. 5:15-CV-00402-JGB-SP

**CLASS ACTION**

**STIPULATED PROTECTIVE ORDER  
[DISCOVERY MATTER]**

Complaint filed: January 22, 2015  
FAC filed: March 31, 2015  
Trial date: May 31, 2016

**[NOTE THE CHANGE MADE BY THE  
COURT IN ¶ 7]**



1 protected from disclosure under state or federal statutes, court rules, case decisions, or  
2 common law.

3 **Accordingly**, to expedite the flow of information, to facilitate the prompt  
4 resolution of disputes over confidentiality of discovery materials, to adequately protect  
5 information the parties are entitled to keep confidential, to ensure that the parties are  
6 permitted reasonable necessary uses of such material in preparation for and in the  
7 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
8 of justice, a protective order for such information is justified in this matter. It is the  
9 intent of the parties that information will not be designated as confidential for tactical  
10 reasons and that nothing be so designated without a good faith belief that it has been  
11 maintained in a confidential, non-public manner, and there is good cause why it should  
12 not be part of the public record of this case.

13 **IT IS HEREBY ORDERED THAT:**

14 1. Any party to this litigation and any third-party shall have the right to  
15 designate as "Confidential" and subject to this Order any information, document, or  
16 thing, or portion of any document or thing: (a) that contains trade secrets,  
17 competitively sensitive technical, marketing, financial, sales or other confidential or  
18 proprietary business information, or (b) that contains private or confidential personal  
19 or personnel information, or (c) that contains information received in confidence from  
20 third parties, or (d) which the producing party otherwise believes in good faith to be  
21 entitled to protection under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure.  
22 Any party to this litigation or any third party covered by this Order, who produces or  
23 discloses any Confidential material, including without limitation any information,  
24 document, thing, interrogatory answer, admission, pleading, or testimony, shall mark  
25 the same with the foregoing or similar legend: "CONFIDENTIAL" (hereinafter  
26 "Confidential").

27 2. Any party to this litigation and any third party shall have the right to  
28 designate as "Attorney's Eyes Only" and subject to this Order any information,

1 document, or thing, or portion of any document or thing that contains highly sensitive  
2 business or personal information, the disclosure of which is highly likely to cause  
3 significant harm to an individual or to the business or competitive position of the  
4 designating party. Any party to this litigation or any third party who is covered by this  
5 Order, who produces or discloses any Attorney's Eyes Only material, including  
6 without limitation any information, document, thing, interrogatory answer, admission,  
7 pleading, or testimony, shall mark the same with the foregoing or similar legend:  
8 "ATTORNEY'S EYES ONLY" (hereinafter "Attorney's Eyes Only").

9       3. All Confidential material shall be used by the receiving party solely for  
10 purposes of the prosecution or defense of this action, shall not be used by the receiving  
11 party for any business, commercial, competitive, personal or other purpose, and shall  
12 not be disclosed by the receiving party to anyone other than those set forth in Paragraph  
13 4, unless and until the restrictions herein are removed either by written agreement of  
14 counsel for the parties, or by Order of the Court. It is, however, understood that counsel  
15 for a party may give advice and opinions to his or her client solely relating to the  
16 above-captioned action based on his or her evaluation of Confidential material,  
17 provided that such advice and opinions shall not reveal the content of such  
18 Confidential material except by prior written agreement of counsel for the parties, or  
19 by Order of the Court.

20       4. Confidential material and the contents of Confidential material may be  
21 disclosed only to the following individuals under the following conditions:

22           a. Outside counsel (herein defined as any attorney at the  
23 parties' outside law firms) and relevant in-house counsel for the parties;

24           b. Secretarial, paralegal, clerical, duplicating and data  
25 processing personnel of the foregoing;

26           c. The Court and court personnel;

27           d. Any deponent may be shown or examined on any  
28 information, document or thing designated Confidential if it appears that

1 the witness authored or received a copy of it, was involved in the subject  
 2 matter described therein or is employed by the party who produced the  
 3 information, document or thing, or if the producing party consents to such  
 4 disclosure;

5 e. Vendors retained by or for the parties to assist in preparing  
 6 for pretrial discovery, trial and/or hearings including, but not limited to,  
 7 court reporters, litigation support personnel, jury consultants, individuals  
 8 to prepare demonstrative and audio-visual aids for use in the courtroom  
 9 or in depositions or mock jury sessions, as well as their staff,  
 10 stenographic, and clerical employees whose duties and responsibilities  
 11 require access to such materials; and

12 f. The parties. In the case of parties that are corporations or  
 13 other business entities, “party” shall mean executives and/or officers who  
 14 are required to participate in decisions with reference to this lawsuit.

15 g. Outside experts or consultants retained by outside counsel  
 16 for purposes of this action, provided they have signed the Written  
 17 Assurance below:

18  
 19 WRITTEN ASSURANCE

20 I, \_\_\_\_\_ (insert name,  
 21 business position and address), declare under penalty of perjury, pursuant  
 22 to 28 U.S.C. § 1746, that I reside at  
 23 \_\_\_\_\_, in the City of  
 24 \_\_\_\_\_, State of \_\_\_\_\_;  
 25 that I have read and fully understand the Order dated \_\_\_\_\_,  
 26 and am engaged as a(n) \_\_\_\_\_  
 27 (insert description of position), on behalf of  
 28 \_\_\_\_\_ in the preparation and

1 conduct of the action entitled *Valere Williams et al. v. Western Express,*  
2 *Inc. et al*, No. 5:15-CV-00402-JGB-SP (C.D. Cal.); that I am fully  
3 familiar with and agree to comply with and be bound by the provisions  
4 of said Protective Order; and that I will not divulge information  
5 concerning this matter to persons other than those specifically authorized  
6 by said Protective Order except as expressly permitted by the Court on  
7 pain of contempt.

8 Dated at \_\_\_\_\_ this \_\_\_\_\_ day of  
9 \_\_\_\_\_, 201\_.

10 5. Confidential material shall be used only by individuals permitted access  
11 to such material under Paragraph 4. Confidential material, copies thereof, and the  
12 information contained therein, shall not be disclosed in any manner to any other  
13 individual, until and unless (a) outside counsel for the party asserting confidentiality  
14 waives the claim of confidentiality, or (b) the Court orders such disclosure.

15 6. With respect to any deposition of a party to this action that involves a  
16 disclosure of Confidential material, such party shall have until thirty (30) days after  
17 receipt of the deposition transcript within which to inform all other parties that portions  
18 of the transcript are to be designated Confidential, which period may be extended by  
19 agreement of the parties. No such deposition transcript shall be disclosed to any  
20 individual other than the individuals described in Paragraph 4(a), (b), (c), (e), and (g)  
21 above and the deponent during these thirty (30) days, and no individual attending such  
22 a deposition shall disclose the contents of the deposition to any individual other than  
23 those described in Paragraph 4(a), (b), (c), (e), and (g) above during said thirty (30)  
24 days. Upon being informed that certain portions of a deposition are to be designated  
25 as Confidential, all parties shall immediately cause each copy of the transcript in its  
26 custody or control to be appropriately marked and limit disclosure of that transcript in  
27 accordance with Paragraphs 3 and 4.  
28

1           7.     Material produced and marked as Attorney's Eyes Only may be disclosed  
2 only to outside counsel for the receiving party, the court and court personnel, and to  
3 such other persons as counsel for the producing party agrees in advance or as Ordered  
4 by the Court.

5           8.     Local Rule 37-1 *et seq.* shall apply to all disputes regarding the  
6 designation of information as Confidential or Attorney's Eyes Only. If at any time a  
7 party disagrees with a designation of information as Confidential or Attorney's Eyes  
8 Only by a party under this Protective Order, the disagreeing party shall initiate the  
9 dispute resolution process under Local Rule 37.1 *et seq.* The confidentiality of any  
10 information for which such an application is submitted shall be maintained until the  
11 Court rules on the application. The information shall be entitled to Confidential or  
12 Attorney's Eyes Only status unless the Court determines the information is not entitled  
13 to such treatment.

14           9.     If the need arises during trial or at any hearing before the Court for any  
15 party to disclose Confidential or Attorney's Eyes Only information, it may do so only  
16 after giving notice to the producing party and as directed by the Court.

17           10.    If information which has been designated as Confidential or Attorney's  
18 Eyes Only is included in any papers to be filed with the Court, such papers shall be  
19 submitted for filing with the Court along with an application and proposed order to  
20 file the papers under seal in compliance with Local Rule 79-5.1. The application,  
21 proposed order, and document(s) submitted for filing under seal shall be directed to  
22 the judge, pursuant to Local Rule 79-5.1. If only a portion of the document,  
23 memorandum, or filing is sealable, the submitting party may file non-confidential,  
24 redacted versions of the document, memorandum or other filing with the Court. If the  
25 application for sealing is denied, the submitting party may re-submit the document in  
26 a manner that conforms with the Court's order and the re-submitted documents are  
27 deemed filed as of the date they were originally lodged.  
28



1           11. To the extent consistent with applicable law, the inadvertent or  
2 unintentional disclosure of Confidential material that should have been designated as  
3 such, regardless of whether the information, document or thing was so designated at  
4 the time of disclosure, shall not be deemed a waiver in whole or in part of a party's  
5 claim of confidentiality, either as to the specific information, document or thing  
6 disclosed or as to any other material or information concerning the same or related  
7 subject matter. Such inadvertent or unintentional disclosure may be rectified within a  
8 reasonable time after disclosure by notifying in writing counsel for all parties to whom  
9 the material was disclosed that the material should have been designated Confidential.  
10 Such notice shall constitute a designation of the information, document or thing as  
11 Confidential under this Protective Order.

12           12. When the inadvertent or mistaken disclosure of any information,  
13 document or thing protected by privilege or work-product immunity is discovered by  
14 the producing party and brought to the attention of the receiving party, the receiving  
15 party's treatment of such material shall be in accordance with Federal Rule of Civil  
16 Procedure 26(b)(5)(B). Such inadvertent or mistaken disclosure of such information,  
17 document or thing shall not by itself constitute a waiver by the producing party of any  
18 claims of privilege or work-product immunity. However, nothing herein restricts the  
19 right of the receiving party to challenge the producing party's claim of privilege if  
20 appropriate within a reasonable time after receiving notice of the inadvertent or  
21 mistaken disclosure.

22           13. No information that is in the public domain or which is already known by  
23 the receiving party through proper means or which is or becomes available to a party  
24 from a source other than the party asserting confidentiality, rightfully in possession of  
25 such information on a non-confidential basis, shall be deemed or considered to be  
26 Confidential material under this Protective Order.

27           14. This Protective Order shall not deprive any party of its right to object to  
28 discovery by any other party or on any otherwise permitted ground. This Protective



1 Order is being entered without prejudice to the right of any party to move the Court  
2 for modification or for relief from any of its terms.

3 15. This Protective Order shall survive the termination of this action and shall  
4 remain in full force and effect unless modified by an Order of this Court or by the  
5 written stipulation of the parties filed with the Court.

6 16. Upon final conclusion of this litigation, each party or other individual  
7 subject to the terms hereof shall be under an obligation to assemble and to return to  
8 the originating source all originals and unmarked copies of documents and things  
9 containing Confidential material and to destroy, should such source so request, all  
10 copies of Confidential material that contain and/or constitute attorney work product as  
11 well as excerpts, summaries and digests revealing Confidential material; provided,  
12 however, that counsel may retain complete copies of all transcripts and pleadings  
13 including any exhibits attached thereto for archival purposes, subject to the provisions  
14 of this Protective Order. To the extent a party requests the return of Confidential  
15 material from the Court after the final conclusion of the litigation, including the  
16 exhaustion of all appeals therefrom and all related proceedings, the party shall file a  
17 motion seeking such relief.

18  
19 IT IS SO ORDERED.

20 Dated: October 15, 2015



Honorable Sheri Pym  
United States Magistrate Judge

21  
22 APPROVED FOR ENTRY:

23  
24 By: s/ R. Eddie Wayland  
25 R. Eddie Wayland  
26 R. Douglas Hanson  
27 Paul H. Duvall  
28 William H. Choppin  
**KING & BALLOW LAW  
OFFICES**

By: s/ Sandeep. J. Shah  
Sandeep J. Shah  
**SHAH SHETH LLP**  
Gregory P. Wong  
**ADEPT EMPLOYMENT  
LAW, APLC**

Richard D. Marca

**GRESHAM SAVAGE NOLAN &  
TILDEN, P.C.**

Attorneys for Western Express, Inc.

Attorneys for Valere Williams